

**AMENDMENTS  
LIMITED LIABILITY COMPANY AGREEMENT  
of  
Gen Con LLC**

**(a Washington Limited Liability Company)**

THESE AMENDMENTS to the May 15, 2002 Limited Liability Company Agreement (the “Agreement”) are made pursuant to a confirmed Plan of Reorganization in the Chapter 11 case of Gen Con LLC, case number 08-10844 in the Western District of Washington (the “Plan”), and are effective as of the Effective Date of the Plan.

1. **Terms.** Capitalized terms not otherwise defined have those definitions set forth in the Plan. To the extent any of the provisions of the Agreement or these Amendments conflict with the terms of the Plan, the Plan shall control.
2. **Manager during Plan.** Notwithstanding any other term in the Agreement, Adrian Swartout shall be the Manager of the Company, until the Plan is terminated pursuant to Article 12.1 of the Plan.
3. **Advisory Committee.**
  - 3.1. **Formation.** Pursuant to the terms of the Plan, an Advisory Committee initially comprised of the three current members of the Unsecured Creditors’ Committee or their designees is hereby established and shall continue until the Plan is terminated pursuant to Article 12.1 of the Plan.
  - 3.2. **Composition.** The Advisory Committee shall consist of three holders of Class 3 Claims. Upon resignation of any of the initial members of the Advisory Committee, the remaining members may appoint a replacement.
  - 3.3. **Rights and Duties.**
    - 3.3.1. The Advisory Committee shall have the right to meet periodically with the Manager and to consult on and approve or disapprove any Major Decision, as that term is defined in the Agreement and as further amended herein.
    - 3.3.2. The Manager will provide the Advisory Committee with quarterly financial reporting, including an income statement, balance sheet, and cash flow statements, within 30 days’ of the end of the quarter. The Advisory Committee may request additional financial information, and the Manager shall make best efforts to respond to reasonable requests for financial information.
    - 3.3.3. The Advisory Committee shall oversee implementation of the Plan and shall consult with the Manager concerning the Company’s operations during the term of the Plan, including payment of the Class 3 Claims, any proposal for a cash out payment, and other such matters as requested by the Manager.

3.3.4. Any alterations to executive compensation or any of the terms of Adrian Swartout's Employment Agreement must be approved by the Advisory Committee. In the event Adrian Swartout can no longer serve as Manager and CEO, the Advisory Committee, in consultation with any Company executives and the Member, shall direct employment of her replacement and negotiate an appropriate employment agreement.

3.3.5. Paragraphs 13.1 and 13.2 of the Agreement, limitation of liability and indemnification, shall apply to the Advisory Committee members to the same extent and in the same manner as for the Member or the Manager.

3.3.6. The Advisory Committee shall be reimbursed for any attorneys' fees and expenses incurred in carrying out their rights and duties under the Plan and these Amendments, provided the Advisory Committee shall be limited to reimbursement for fees and expenses incurred only in connection with Major Issues as that term is amended herein, and only after reasonable efforts have been exhausted to confer with the Company's legal counsel. The Advisory Committee shall not receive any other compensation or reimbursement for its services.

3.3.7. Meetings of the Advisory Committee may be called by the Manager, Member or Advisory Committee member on five (5) days notice. Meetings may be conducted in person or electronically via telephonic or other substantially contemporaneous communication means. Decisions of the Advisory Committee shall be made by a majority vote of its members. The Advisory Committee may make decisions without a meeting provided that the Company has received the written consent of the number of Advisory Committee members otherwise required to make such decision.

3.3.8. Any decision making authority not expressly granted to the Advisory Committee hereunder shall be reserved to the Manager, including the ability to establish employee compensation (other than for executives) and obligations to ensure that all such compensation is paid in full and in a timely manner.

#### **4. Major Decisions.**

4.1. **Suspension of Member's Rights.** The Manager shall not have authority to take action in connection with a Major Decision, as defined in paragraph 8.2 of the Agreement, without the written approval of the Advisory Committee until termination of the Plan, which authority shall supplant the Member's rights under paragraph 8.2 of the Agreement.

4.2. **Additional Actions as Major Decisions.** In addition to those items enumerated in paragraph 8.2 (a) through (e) of the Agreement, the following actions constitute Major Decisions requiring authority of the Advisory Committee:

4.2.1. Borrowing funds or incurring debt in excess of \$50,000 or requiring the granting of a security interest outside the ordinary course of business;

4.2.2. Sale of significant assets of the Company, such as intellectual property, licensing rights, tangible assets with a value in excess of \$50,000, and other intangible assets outside the ordinary course of business;

4.2.3. Changes in executive compensations plans or packages outside the ordinary course of business.

**5. Modification to Member Rights.**

5.1. **Distributions.** No distributions shall be made to equity holders until call Class 1 through 3 Claims and all Priority Tax Claims have been paid in full.

5.2. **Removal of Manager.** Notwithstanding paragraph 8.7 of the Agreement, the Manager may not be removed by the Member until termination of the Plan.

5.3. **Amendment.** The amendment provisions of paragraph 14.3 of the Agreement are superseded by these Amendments, pursuant to the Plan.

5.4. **Plan Treatment.** The rights of the Member are modified to any extent necessary to comply with the treatment afforded the Class 5 Equity Interests under the Plan.